

**REPUBLIC OF TURKEY
MINISTRY OF CULTURE AND TOURISM**

**ADMINISTRATIVE SPECIFICATION FOR
ADVERTISING CAMPAIGN IN FOREIGN MARKETS- 2014**

I-LEGAL GROUND

The tender shall be conducted under the “Principles concerning Purchase of Goods, Services and Production Works in Foreign Countries by the Units of Administrative Bodies”, which came into force by the announcement published in the Official Gazette [*Resmi Gazete*] No 25633 of 4 November 2004. The tender will start on 30 September 2013 at 10 am (German local time) in Berlin, Germany.

II- DEFINITIONS

The following terms of this specification and its appendixes shall be construed as follows:

Ministry and Administration: Republic of Turkey, Ministry of Culture and Tourism,

Representative Offices Abroad: The Offices of Counsellor for Cultural Affairs and Cultural Attaches who represent the Ministry of Culture and Tourism abroad.

Applicant: Real or legal person who submits a bid in line with the Tender Dossier or their joint ventures (partnerships),

Contractor: The applicant, who is awarded the contract when a decision is made on the submitted tenders,

Sub-contractors: Persons who are sub-contracted to carry out works by the contractor,

Tender Dossier: The dossier shall consist of an envelope containing three separate envelopes to be delivered to the location of tender, as described by these specifications by the applicant,

Annual Turnover: The total value obtained annually by the applicant through commercial activities of advertising, marketing and communication fields.

Joint Venture: The joint venture agreement signed by more than one reel or legal persons who join the tender.

III- DESCRIPTION AND SCOPE OF THE TASK

Article 1- Scope of the Tender Documents

1.1. The tender documents consist of the following:

- 1) The Administrative Specifications
- 2) The Technical Specifications
- 3) The Campaign Information Report
- 4) The List of Ministry's Representative Offices Abroad

1.2. The tender document could be obtained in Turkish and in English from the following website: www.kultur.gov.tr.

Article 2- Definition of the Task

2.1. The work shall consist of preparation and management of the advertising campaign of Turkey abroad to be implemented at the global target markets in line with the *Campaign Information Report* in the Tender Documents, in consideration of an overall budget (inclusive of agency commissions, production costs and all taxes) with an amount of 50,000,000 USD [Fifty Million US Dollars].

The applicants for the tender are expected to develop a global campaign that shall encompass creative studies to be applied in traditional (open-air, print media, TV, and radio) ambient, digital and innovative mediums.

Article 3- Scope of the Task

The scope of the task consists of the following five items:

1. Campaign Strategy
2. Production of TV Commercial
3. Photo shootings
4. Creative studies for various mediums (Printed media, outdoor, digital, ambient, etc.)
5. Media Buying (**The budget to be used for media buying shall be the rest of the cost of TV commercial and photo shootings of the applicant**)

Article 4- Terms of Application

4.1. The applicants abroad and the domestic applicants may submit bids to the tender on condition that they undertake a joint venture with applicants abroad. In case of formation of a joint venture, the documents of the legal person and the person authorised to represent the legal person shall be submitted.

4.2. Every applicant is expected to have conducted advertising activities over at least 5 [five] years when individual or joint venture participation is in question.

4.3. Individual applicants for tenders shall have a minimum average annual turnover of 10,000,000 [ten million] USD in the past two years (2011, 2012).

4.4. The candidates and applicants shall provide the total turnover in proportion to each partner's share of joint venture.

4.5. Applicants who could not document their annual turnover of 2012 shall notify its grounds in writing. If the grounds are found acceptable by the commission members, the average annual turnover of the preceding two years (2010, 2011) shall be considered; if not, the annual turnover-2011 shall be taken into account.

4.6. The applicants should have connections or partnerships with the media buying companies in the international arena (in the countries where the Ministry has representative offices).

Article 5- Applicants who cannot submit a bid to the Tender

5.1. Those listed below shall not submit a bid as a direct or indirect contractor, or a sub-contractor:

- a)** Those who are barred from submitting a bid to a public tender temporarily and/or for an indefinite period in accordance with the provisions of Law No 4734 on Public Tenders Act and other legislation; and those who are convicted of the crimes covered by the Law 3713 on Prevention of Terrorism Act or on the Organised Crimes, or are convicted of bribing public servants in his/her homeland or in a foreign country.
- b)** Those who declare fraudulent bankruptcy.
- c)** Tendering officers or the officials in responsible boards.
- d)** Those charged with preparing, conducting, concluding and approving all tender procedures.
- e)** Spouses of persons mentioned in (c) and (d), three-degree blood relatives or second-degree affinities by marriages, adopted children

5.2. Any applicant who submits a bid despite the above-mentioned terms shall be excluded from the tender process.

5.3. In the event that a contractor is found not to have had the right to submit a bid to any tender, then the contract is terminated without prior notification even if the contract has already been signed.

The contractor shall pay a fine amounting to %0,5 of the total tender budget when he/she joins the tender with the knowledge that he/she is banned.

Article 6- The Location and Due Date of the Bids

6.1. The bids shall be submitted to the following address:

Botschaft der Republik Türkei Kulturabteilung

Tauentzienstr. 9-12, Europa Center 6. OG, 10789 Berlin-Deutschland

web: www.tuerkeifasziniert.de

e-mail: info@tuerkeifasziniert.de

tel: +49 30 214 37 52

fax: +49 30 214 39 52

6.2. The Tender Dossiers shall be submitted to the address of the Office of Counsellor for Cultural Affairs in Berlin latest **by the end of working day on 27 September 2013 by hand or by special delivery**. Any bid submitted afterwards shall not be taken into consideration. The time shall be the local time of the place of tender (Germany).

6.3. Tender submitted to the Office of Counsellor for Cultural Affairs in Berlin shall not be reclaimed on any grounds.

III- Preparation of the Tender Dossier

Article 7- General

7.1. The contents of the tender documents shall be examined carefully.

7.2. Applicants shall accept and declare that they have read and accepted the provisions of the tender.

7.3. It is the responsibility of the applicant to comply with the terms of the bid submission.

7.4. Any bids in conflict with the terms and formal requirements of the tender documents shall not be taken into consideration.

Article 8- Bid Dossier

The bid dossier delivered to the address in time shall consist of an external envelope containing the following 3 [three] other envelopes:

1. Envelope of Compulsory Documents
2. Envelope of Campaign
3. Envelope of Financial Bid

8. 1. External Envelope:

The external envelope shall contain the full name and address of the applicant. The envelope shall also contain the following note:

Republic of Turkey
MINISTRY OF CULTURE AND TOURISM
GENERAL DIRECTORATE OF INFORMATION
BID DOSSIER FOR
THE ADVERTISING TENDER - 2014

The flap of the envelope shall be closed, stamped and signed by the applicant.

8. 2. Envelope of Compulsory Documents

The Envelope of Compulsory Documents shall contain the compulsory documents listed below and shall contain the full name and address of the applicant. The envelope shall contain the following note as well:

Republic of Turkey
MINISTRY OF CULTURE AND TOURISM
GENERAL DIRECTORATE OF INFORMATION
COMPULSORY DOCUMENTS ENVELOPE FOR
THE ADVERTISING TENDER - 2014

The flap of the envelope shall be closed, stamped and signed by the applicant.

The Documents to be enclosed in the Compulsory Documents Envelope

1. Contact details of the person(s) authorised to represent the applicant and circular of signatures,
2. The distribution of responsibilities within the team who would lead the task; information about the team,
3. The applicant's portfolio of his/her previous tasks,
4. The position of the applicant and the awards,
5. Document showing the contacts or partnership with media purchasing companies in the international arena (in the countries where the ministry has representative offices) and the profiles of the media buying companies,
6. Other companies whose portfolio of shares are held; joint ventures (such as direct marketing, interactive, PR, etc.)
7. Identity details of the applicant: The structure of partnership, registered offices, an official document showing the trade registration (if it is in a foreign language, the translation shall be added).
8. If a joint venture is established, the document of the newly created legal body,
9. The individual applicants shall document that they had an average annual turnover of at least 10,000,000 [ten million] USD in the past two years (2011, 2012).

10. A document proving that the candidates and applicants provide the total turnover in proportion to each partner's share of joint venture must be submitted.
11. The applicants incapable of documenting the annual turnover of 2012 shall include a letter explaining the grounds thereof, and a document indicating that their average annual turnover (2010, 2011) of the last year (2010, 2011) or the annual turnover of 2011 meets one of the above obligations.
12. Information such as costs, agency commissions, media prices, etc. shall not be included in this envelope.

8. 3. Envelope of Campaign

The envelope of campaign shall bear the name of the applicant and contain the following note:

Republic of Turkey
MINISTRY OF CULTURE AND TOURISM
GENERAL DIRECTORATE OF INFORMATION
CAMPAIGN ENVELOPE FOR
THE ADVERTISING TENDER - 2014

The flap of the envelope shall be closed, stamped and signed by the applicant.

The Campaign Envelope **shall contain a portable flash memory (external disk) with the applicant's personal information thereon.** The documents listed below should be formatted in PDF or PPT files:

Campaign Envelop Shall Contain the Following Documents:

1. Campaign Strategy
2. Proposal of TV Commercial (A printed copy of the storyboard may be submitted.)
3. Proposal of Photo Shootings
4. Creative work produced for various mediums (Print media, outdoor, digital, ambient, etc.) (Printed samples may be submitted)
5. Distribution of media buying (Country or region based percentage distribution of the media buying shall be made. The distributions in question shall not set any costs.)

The details of the above-referred documents within the Campaign Envelope are described in the **II. Campaign Envelop section of the Technical Specifications.**

The **globally** submitted campaign proposals of the advertising agencies **shall be maximum two in number.** If two or more proposals are submitted, they shall be identified as **first and second** proposal. Any other proposal submitted **shall not be taken into consideration.**

The language of documents within the Campaign Envelope shall be either **English** or **Turkish**.

Information such as costs, agency commissions, media costs, etc. shall not be included in this envelope.

8.4. Envelope of Financial Bid

The envelope of campaign shall bear the name of the applicant and contain the following note:

Republic of Turkey
MINISTRY OF CULTURE AND TOURISM
GENERAL DIRECTORATE OF INFORMATION
FINANCIAL BID ENVELOPE FOR
THE ADVERTISING TENDER - 2014

The flap of the envelope shall be closed, stamped and signed by the applicant.

The total budget of 50,000,000 [Fifty million] USD (including agency commissions, production costs, and all taxes) shall cover TV commercial, photo shootings, creative work for various mediums, media buying (traditional, ambient, digital, and innovative mediums).

The Financial Bid Envelope shall include the following documents:

1. Cost of TV commercial production (the bid shall be based on US dollars, no other service or commission charges will be demanded by the applicant)
2. Monetary bid for photo shootings (on USD basis)
3. Distribution of media buying budget (on USD basis) (the budget to be used for media buying shall be the rest of the cost of TV commercial and photo shootings of the applicant)
4. Agency commission rate through net media buying (a single commission rate shall be submitted)
5. Proportion of production expenditure through the net media buying (the production expenditure shall be separately indicated for each medium).

The details of the above-referred documents within the Financial Bid Envelope are described in the **III. Financial Bid Envelope section of the Technical Specifications**.

The Administration reserves the right to amend the distribution of media buying in respect to countries or regions proposed by the applicant.

IV- CONSIDERATION OF THE BIDS

Article 9- Date of Tender

The Tender Commission meets between 30 September – 6 October 2013 in Berlin.

In case that the Tender Commission fails to conclude assessment between the dates above, an additional 6 [six] days (until 12 October 2013) shall be provided.

Article 10- Method for Evaluation

The Tender Commission shall work **in three stages**.

1st Stage:

The tender bid dossiers delivered to the Office of Counsellor for Cultural Affairs in Berlin shall be opened by the Tender Commission. The commission checks the **documents that are to be included in the Compulsory Documents Envelope**. Following the consideration, the Commission **shall record** the applicants whose compulsory documents are not in accordance with the Tender Specifications **and shall exclude them from further evaluation**.

2nd Stage:

I.

A) The commission opens the Campaign Envelope of the applicants' which present compulsory documents coherent with the tender specification.

B) The applicants' representatives who are invited by the Commission shall make their presentation on 2-6 October 2013 in Berlin.

C) The presentation of each applicant shall not exceed 1 [one] hour and the language of presentation shall be English or Turkish. The Commission may provide additional time for the presentations.

D) The presentations will be evaluated with the criteria of the "*Advertising Campaign Evaluation Form*".

E) As this is an integrated campaign, all items defined within the scope of the work (Campaign Strategy, Media Buying, Proposal of a TV commercial, Photo Shootings, and Creative Works) shall be evaluated by the members of the commission through a single point scoring system.

- Communication, Creative Strategy and Originality (40 Points)
- Media Buying Strategy and the Power of the Media Buying Company (30 Points)
- Competency of the Agency (30 Points)

II.

After the evaluation, the applicant scoring the highest point over 100 perfect score will be invited to the third stage.

3rd Stage:

The Tender Commission invites the applicant who has scored highest following the presentations and opens the Financial Bid Envelope, and starts negotiations.

If an agreement is not reached with the highest scoring applicant, the second highest scoring applicant's Financial Bid Envelope shall be opened, and negotiations shall be restarted.

The Commission concludes the tender process with a written record.

V- OTHER ISSUES

Article 11- Right to Use

11.1. The applicant who is awarded the tender shall submit the final versions of all tasks under the tender to the Administration by the end of 2013. The details of the submission conditions are given in the Technical Specifications.

11.2. The creative works which won't be used later or/and whose copyrights are not obtained shall not be put in the tender or used under any circumstances. Otherwise, the financial, legal and penal obligations that arise from matters of dispute shall belong to the applicant or/and contractor and he/she will be the addressee in any cases. The administration will not shoulder any responsibilities.

11.3. The applicant, who is awarded the tender (contractor), shall delegate the Administration all his/her financial rights of the creative works produced for various mediums, the TV commercial and photos to be used or utilised in printed or visual media and mediums such as processing, duplication, broadcasting and representation, his/her financial rights as well as broadcasting rights for 50 [fifty] years.

The Administration reserves the right to make any amendments or corrections on the tasks of tender without prior consent.

If a celebrity is used in the TV commercial or in creative works produced for various mediums, all financial and legal liabilities shall belong to the contractor.

11.4. In the special tourism fairs in which the Ministry participates via its Representative Offices abroad, the adaptation of the creative works to the fair's construction shall be carried out by the contractor without any charge.

11.5. None of the project proposals of applicants who fail to win the tender shall be retained as tender documents, and not be returned. No payments shall be made for these procedures.

Article 12- Signing the Contract

12.1. The final decision of the tender commission shall be submitted to the approval of the tender officer. Upon the approval, the decision shall become valid. It depends on the tender officer to approve the decision or not. A general contract will be signed between the contractor and foreign representative office authorised by the Ministry.

12.2. The Contracts shall be signed within 30 [thirty] days after the Administration approves and tender-winning company is informed. Under essential circumstances, the period can be extended for a further 30 [thirty] days thanks to a written permit of the Ministry and reasoned requests of representatives and/or contractor. If the contractor declines to sign the contract within the time set above, the contractor will pay a fine amounting to %0,5 of the total budget.

12.3. If further advertising campaigning is needed in 2014, further services may be purchased from the contractor's additional budget.

Article 13- Invoices and Payments

13.1. The invoices for the tasks shall be issued by the contractor to the "Republic of Turkey, Ministry of Culture and Tourism, Ismet Inonu Bulvari, No: 5, Bahcelievler, Ankara", but they shall be sent to the address of the Office of Counsellor for Cultural Affairs/Tourism Attaché of the Ministry (Representative Offices Abroad).

13.2. Media buying and purchasing payments shall be made by the Contractor.

13.3. The Administrative payments shall made to the Contractor or Sub-contractor (excluding VAT) through the Representative Offices Abroad in accordance with the procedures and legislations of the market country.

13.4. Together with the invoices issued by the contractor or sub-contractor, the third party invoices on the matters of tender shall be delivered to the administration. As the invoices on media buying are sent to the administration, the net media invoice of the related media company should be delivered to the administration. In case the invoices of third party are not submitted, no payment will be made to the contractor.

When the invoices concerning media buying are not directly obtained from the media company in line with the legislation of the related country, the administration must be informed about the situation; the relevant documents shall be returned to the administration before the approval of the media planning; the approval of the administration shall be received.

13.5. In accordance with the Turkish Legislation on Public Finances, all payments shall be made when the task is finished, services are provided, and all documents are submitted by the agency to the Representative Offices abroad.

Article 14- Settlement of the Disputes

The Turkish Financial Legislation and Law on Intellectual and Artistic Works of No: 5846, the Ankara Courts and Enforcement Offices shall have the jurisdiction in the settlement of disputes.

Article 15 - Language of Tender Documents

In case of any differences between Turkish and English texts, the Turkish text will be considered.

Article 16- This Specification consists of 16 Articles.